

PATENT *DPW*

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Dwayne Nelson

Serial No.: 10/722,199

Filed: November 25, 2003

For: Apparatus and Method for a Gaming  
Unit That Changes With Time

Group Art Unit: 3713

Examiner: John M. Hotaling

Attorney Docket No.: 29757/P-262A

Customer No.: 04743

) I hereby certify that this paper is being  
) deposited with the United States Postal  
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) P.O. Box 1450, Alexandria, Virginia  
) 22313-1450, on the date indicated:  
) **September 19, 2005.**

*[Signature]*  
\_\_\_\_\_  
Aaron M. Peters  
Registration No. 48,801  
Attorney for Applicant

**RECORD OF INTERVIEW ON AUGUST 17, 2005**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Dear Sir:

In response to the Interview Summary dated September 17, 2005, the applicant respectfully submits the following statement of substance of the interview of August 15, 2005.

On August 15, 2005, the undersigned representative conducted a telephonic interview with Examiner Hotaling. The U.S. Patent No. 6,254,483 (Acres) and the Advisory Action dated July 21, 2005 were discussed. The undersigned representative requested clarification regarding the Advisory Action, namely whether the Advisory Action maintained the 35 U.S.C. §102(e) rejection as applied in the Final Office action dated February 18, 2005, or whether the Advisory Action attempted to introduce new grounds of rejection. The Examiner stated that the 35 U.S.C. §102(e) rejection was being maintained.

The undersigned representative noted that the Advisory Action appeared to recite contradictory statements, such as "the reference, while not explicitly stating the claim limitations in question does teach these limitations in column 2 lines 35-55 and provides motivation for the casino to change the cost to the player ..." and "if the reference did not explicitly disclose the claim limitations then the refence (*sic*) certainly (*sic*) did teach the limitation in questions (*sic*) and the rejection may be better suited as a 103 rejection". The

undersigned representative noted that it was unclear whether the Advisory Action maintained the 35 U.S.C. §102(e) rejection or was attempting to introduce a 35 U.S.C. §103 rejection given the apparent admission that the cited reference did not explicitly state the claim limitations but taught the limitations and provided motivation, and as such, if the reference did not explicitly disclose the claim limitations but taught the limitations then the rejections may be better suited as a 35 U.S.C. §103 rejection. The Examiner responded that the 35 U.S.C. §102(e) rejection was being maintained and asserted that the effective wager per unit time is the cost to the player for playing the game, and changing the effective wager per unit time was the same as changing the minimum bet or denomination. The undersigned representative respectfully disagreed and submitted that while Acres disclosed changing the effective wager per unit time, this was accomplished by changing the payback percentage, game speed or accrual of wagers with time and not changing the minimum bet or denomination in response to a time signal. The undersigned representative further submitted that the effective wager per unit time was a rate of the wager amount, and not a minimum bet or denomination.

It is believed no fees are due with this record of interview. However, authorization is given to charge deposit account no. 13-2855 for any fees due.

Dated: September 19, 2005

Respectfully submitted,

By: \_\_\_\_\_

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